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## ATHLETIC TOUR AGREEMENT

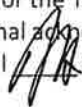

**THIS ATHLETIC TOUR AGREEMENT** (the "Agreement") is effective as of 25<sup>th</sup> day of May 2018 ("the Effective Date"), by and between The Ohio State University on behalf of its Department of Intercollegiate Athletics (the "University"), and Anthony Travel, LLC. (the "Tour Operator").

**WHEREAS**, University desires to send its Men's Basketball team and certain other employees and personnel (collectively, the "Traveling Party") on an International basketball tour, and as further described herein (the "TOUR"); and

**WHEREAS**, the Tour Operator desires to arrange for, and otherwise provide services to the University related to the TOUR, for the Traveling Party. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. Tour Operator Responsibilities

- a. The TOUR will consist of 11 days of travel | 9 nights of hotel accommodations\*  
*\*One night on airplane*
- b. The TOUR shall begin with the departure of the Traveling Party from Columbus, OH (CMH) on August 1, 2018 (the "Departure Date") and shall conclude with the arrival of the Traveling Party to Columbus, OH (CMH) on August 11, 2018 (the "Return Date").
- c. Tour Operator shall arrange for, and provide the Traveling Party, the following:
  - i. Round-trip coach airfare on the following routing:
    - Columbus, OH (CMH) to Madrid, Spain (MAD)
    - Barcelona, Spain (BCN) to Columbus, OH (CMH)
  - ii. All ground transportation needed in connection with the TOUR while abroad.
    - (a) Including high speed train tickets for travel between Madrid, Spain and Valencia, Spain
  - iii. Double-occupancy hotel accommodations for the duration of the TOUR
    - (a) All hotels will be centrally located and meet a minimum of a local four star rating
  - iv. Breakfast meals each morning for the duration of the TOUR\* *\*After first overnight stay*
  - v. Hosted welcome & farewell dinners at local restaurants on the first and last evenings of the TOUR
  - vi. Sightseeing tours, excursions, tour guides and associated fees during the TOUR, as indicated on itinerary.
  - vii. Provide industry standard gratuities to tour manager, bus driver and local tour guides.
  - viii. Three basketball games with pro/club teams, with final names and venues provided to University 30 days prior to departure.
  - ix. A Bi-Lingual and / or local Tour Operator escort to accompany and serve as a guide to the Traveling Party for the duration of the TOUR.
- d. Tour Operator shall deliver to University a technical itinerary, including the pro/club teams referenced in Section 1(c)(vii.) above, for the Tour thirty (30) days prior to the date first set forth above, for review and formal acknowledgement.

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- e. Tour Operator will inform University about any passport, visa and other such requirements that must be satisfied by members of the Traveling Party for participation in the Tour so that University can secure necessary passports / visas.
- f. Tour Operator, at the request of the University, shall provide a third-party vendor(s) to discuss options for the independent purchase of travel insurance. Tour operator shall provide any necessary documentation (i.e. proof of travel) so that University can secure appropriate coverage for Traveling Party, including Travel/Trip Insurance, including Cancel For Any Reason coverage, and Event Insurance.

## 2. University Responsibilities

- a. University shall make payment to Tour Operator, for all services covered hereunder, as contemplated in Section 3 hereof.
- b. University shall inform the Traveling Party and satisfy any passport, visa, or inoculations and other such requirements that are required for participation in the TOUR.
  - i. Tour Operator is not responsible for any traveler that cannot obtain necessary passports and/ or visas/or inoculations for travel that is beyond its control.
- c. University shall inform the traveling party that the purchase of travel / trip/Event insurance, including Cancel for Any Reason coverage, is not included in package price stated in section 3(a)i, and is available to address potential losses.
- d. University shall inform each member of the Traveling Party that all incidental expenses incurred by him/her during the TOUR are, unless otherwise expressly indicated by the University, his/her sole responsibility.
- e. University shall deliver to Tour Operator a complete and legal manifest that includes all members of the Traveling Party upon execution of this agreement and no later than May 30, 2018.

## 3. Fees and Payments

- a. In consideration for arranging for, and otherwise providing services, accommodations and amenities related to, the TOUR, University shall pay Tour Operator a package price per traveling member:
  - i. Double Occupancy Package Price
    - (a) based on a minimum of 28 and a maximum of 35 full paid travelers:  
\$5,695 per person\*
      - i. A full paid traveler is defined as a member of the travel party who is booked in a double occupancy or single occupancy package. Any other travel package confirmed in / after this agreement (*i.e. family of staff, pro-rated travelers*) does not constitute a full paid traveler for the purposes of this agreement.
      - ii. Should minimum number of travelers fall below requirement noted in section 3ai(a) at any time, Tour Operator reserves the right to adjust the package price listed.
  - ii. Single supplement per traveler: \$1,080 per traveler\*

The payment schedule is as follows:

- iii. Upon Execution of Agreement: \$3,000 Payment Per Expected Traveler\*
- iv. June 4, 2018: Final tour balance due\*\*
  - (a) \* Tour pricing listed in section 3(a)i is not guaranteed without deposit
  - (b) \*\* Final tour balance must be paid via University wire or Electronic ACH payment. Failure to pay final tour balance by June 4, 2018 will result in airline tickets not being issued for travel.

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#### 4. Cancellation

- a. University may cancel this Agreement, and the tour contemplated herein, with written notice thereof to the Tour Operator, at any time prior to the Departure Date. In such an event, the University shall be responsible for the actual costs incurred, or losses sustained, by the Tour Operator, due to such cancellation, provided the Tour Operator shall have an obligation to mitigate any such costs or losses. The cancellation penalties shall not exceed the following:
  - i. If cancelled between May 25, 2018 and May 29, 2018: No Cancellation Fee
  - ii. If cancelled between May 29, 2018 and May 31, 2018: \$20,000 Cancellation Fee
  - iii. If cancelled after June 1, 2018: Tour is non-refundable
- b. In the event that actual costs incurred, or losses sustained, by the Tour Operator, due to such cancellation, are less than the amount already paid by University, then Tour Operator shall refund the overpayment to the University which will be determined based on the date of cancellation.
- c. **FORCE MAJEURE.** "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of either party, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

Neither party shall be deemed to be in breach of these terms and conditions or otherwise be liable to the other party, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure, including for international travel as defined by the United States State Department Travel Warnings <http://travel.state.gov/content/passports/english/alertswarnings.html> and for domestic travel as defined by the National Terrorism Advisory System <http://www.dhs.gov/national-terrorism-advisory-system#> and further as defined by travel insurance and Event Insurance coverage of events.

If University, Tour Operator, and/or any of Tour Operator's travel suppliers, are affected by Force Majeure, either party shall promptly notify the other party in writing, specifying the Force Majeure event, and propose a mutually beneficial resolution in light of such event, and insurance coverage. Resolution may include options to vary or cancel any itinerary or arrangement in relation to the trip. Tour operator will use its' reasonable efforts to reimburse University where possible in the event of the non-performance of any obligations hereunder. However, Tour Operator shall be entitled to deduct from any refund recoverable the associated labor costs surrounding the

planning and development of TOUR. Solely in the event of a Force Majeure situation, Tour Operator agrees to provide University with a report from its' proprietary timekeeping system that would reflect time spent in the planning and development of the tour. In the spirit of cooperation, Tour Operator and University agree to work in conjunction with one another until an agreeable resolution is achieved for any such situation.

The purchase of Travel Insurance, including "Cancel for Any Reason" coverage, and Event Insurance is always recommended.

Regarding civil unrest, once each party has investigated the prevailing situation, as it deems fit, if University has not purchased Cancel for Any Reason insurance coverage or Event insurance with appropriate coverage, University may in such circumstances cancel the trip subject to Anthony Travel's terms and conditions listed in this agreement. University may cancel the trip subject to the cancellation provisions in this section at any time.

**5. Fans, Donors & Ancillary Travelers**

- a. Tour Operator acknowledges that University may require invited guests to pay Tour Operator directly (i.e. invited fans, donors, families of staff, etc.) Should University decide to cancel the event (for reasons excluding those covered under Force Majeure) the University agrees to pay all unrecoverable fees, labor and deposits resulting from such cancellation and the third party would no longer be held liable under the Tour Operator's reservation cancellation policies so long as traveler has confirmed arrangements through Tour Operator. This may include, but is not limited to reimbursing ancillary travelers for unrecoverable airfare and associated change fees.

**6. Representations and Warranties**

- a. Each party represents and warrants that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- b. Each party represents and warrants that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.

**7. Insurance**

- a. If requested, Tour Operator shall provide a Certificate of Insurance evidencing the following coverage:
  - i. Commercial General Liability insurance, including contractual products and completed operations insurance (\$1 million per occurrence / \$2 million annual aggregate).
  - ii. Professional Liability/Errors and Omissions insurance with limits not less than \$1 million per occurrence and \$2 million annual aggregate if the activity is deemed professional in nature or performed by someone with a professional designation and is excluded from the Commercial General Liability insurance.
  - iii. Automobile Liability insurance for owned, non-owned and hired vehicles minimum limit (\$1 million each accident).
  - iv. Statutory Workers' Compensation in accordance with governing law (or qualify

- as a self-insurer), and \$500,000 per accident of Employers' Liability insurance.
- v. University and its Board of Trustees, employees, officers, agents, and representatives will be named as an additional insured on all required coverages. The certificate(s) of insurance must provide at least thirty (30) days notice of cancellation.
  - vi. Tour Operator verifies that all subcontractors – including but not limited to hotels and bus companies – have the necessary, reasonable, and customary insurance coverages in place for the Tour. Tour Operator and subcontractors must meet or exceed all compulsory insurance requirements as required by corresponding governments.

#### **8. General Considerations**

- a. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and sent as follows:

If the University, to:      The Ohio State University  
Department of Athletics – Men's Basketball  
Attn: David Egelhoff | Director of Basketball Operations  
1054 Jerome Schottenstein Center | Borror Drive  
Columbus, OH 43210

If the Tour Operator, to:      Anthony Travel, LLC.  
P.O. Box 1086  
Notre Dame, IN 46556  
Attn: Darren Cohen | Senior Event Manager

- b. Unless required by law including the Ohio Public Records Act, Tour Operator and University shall keep in strict confidence the terms of this Agreement, as well as any privileged and/or non-public information about, or otherwise provided by either parties. Tour Operator shall use such information solely in furtherance of its obligations hereunder, and not for any other purpose, and shall not disclose the same to any other party without the prior written consent of University.
- c. This Agreement may only be amended or modified by mutual the parties hereto in writing signed by both parties and cannot be digitally altered in any fashion including signature.
- d. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes and replaces any and all contemporaneous understandings, commitments, agreements or representations of any kind, whether oral or written, relating to the subject matter hereof.

#### **Added by University**

##### **Free Trade**

- a. Pursuant to R.C.9.76(B) all parties to this Agreement warrant that they are not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

**9. Expiration of Terms**

- a. After May 25, 2018, Tour Operator will make every effort to secure the best rates available for the accommodations requested but does not guarantee that they will be equal to the costs listed in section 3(a)i.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the Effective Date

**The Ohio State University**

(on behalf of its Department of Athletics)

By: 

Name:

Title:

Michael Papadakis, Interim Sr. Vice President,  
For Business & Finance, and CFO  
The Ohio State University

Business & Finance / CFO

Date:

5/25/18

**Anthony Travel, LLC.**

By: 

Name:

Title:

Darren Cohen

Senior Event Manager

Date:

5/30/18